

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

DR. ROBERT WINTER	§	
	§	
V.	§	CIVIL ACTION NO. 05-CV-0324 JHP-SAJ
	§	
STATE FARM FIRE AND CASUALTY	§	
COMPANY; HAAG ENGINEERING	§	
COMPANY	§	JURY DEMANDED

JOINT STATUS REPORT

JURY DEMANDED: X Yes _____ No

I. Summary of Claims:

Breach of insurance contract for benefits due for hail damage sustained on plaintiff's roof and breach of the implied covenant of good faith and fair dealing against defendant State Farm. Negligence and gross negligence in conducting the investigation of the subject loss which resulted in foreseeable damages against defendant Haag Engineering.

A. Claims to be Dismissed: None

II. Summary of Defenses:

Defendant Haag Engineering Company ("Haag"):

1. Defendant Haag denies that its conclusions were "in concert" with State Farm.
2. Defendant Haag denies that it was negligent.
3. Defendant Haag conducted its investigation of plaintiff's roof in good faith and reasonably concluded that it had suffered only cosmetic damage.
4. Defendant Haag's conclusions were not erroneous.
5. If defendant Haag's conclusions were erroneous, they were arrived at in good faith and Haag is not liable for an error of judgment.
6. Defendant Haag denies that it was grossly negligent.
7. Defendant Haag denies that it deliberately intended to deprive plaintiff of his contractual benefits.

Defendant State Farm Fire and Casualty Company ("State Farm"):

1. Defendant State Farm denies that it breached its contract with Plaintiff.
2. Plaintiff is not entitled to recover for the loss made the basis of suit under the

- provisions of the policy.
3. Defendant State Farm promptly and adequately conducted an objective, good faith, and thorough investigation of the Plaintiff's claim.
 4. Defendant State Farm reasonably relied on the opinions of qualified experts in its decision concerning the Plaintiff's claim.
 5. Plaintiff's causes of action are barred and the Plaintiff is not entitled to any relief on his causes of action as there exists a legitimate dispute and bona fide controversy between Plaintiff and State Farm with regard to the cause of the loss.

A. Defenses to be Abandoned: None.

III. Motions Pending: None.

IV. Stipulations:

- A. Jurisdiction Admitted Yes No (If no, explain.)
- B. Venue Appropriate Yes No (If no, explain)
- C. Facts: The parties are not aware of any stipulations relating to fact issues in this case.
- D. Law: The parties are not aware of any stipulations relating to legal issues in this case.

V. Proposed Deadlines:

- A. Parties to be added by: June 15, 2006
- B. Proposed discovery cutoff date: October 30, 2006
- C. Fact witness lists to be exchanged by: July 14, 2006
- D. Proposed Date for Expert Reports:
Plaintiff August 1, 2006
Defendants September 1, 2006

VI. Fed. R. Civ. P. 26(f) Discovery Plan

- A. Should any changes be made to the timing, form or requirements for disclosures under Rule 26(a)? No.

- B. When were or will initial disclosures under Rule 26(a)(1) be made? January 23, 2006

Note that pursuant to Rule 26(a)(1), initial disclosures must be made within 14 days after you confer for the purpose of preparing this discovery plan. All parties are under an affirmative duty to (i) comply with the mandatory disclosure requirements, and (ii) notify the Court of any nondisclosure so that the issue can be promptly referred to a Magistrate Judge for resolution. Failure of any party to disclose information, or failure of any party to bring disclosure issues to the Court's attention in a timely manner, may result in sanctions, including prohibiting the use of that information at trial, pursuant to Rule 37(c)(1).

- C. Should discovery be conducted in phases and/or should discovery be limited at this time to particular subject matters or issues? No.

- D. Should any changes be made in the limitations on discovery imposed by the Federal Rules of Civil Procedure or the Court's local rules? No.

- E. Proposed number of fact and expert depositions

To be allowed for Plaintiff?	<u>10</u>
To be allowed for Defendants?	<u>10</u>

The parties agree that depositions on written questions will not count against these depositions.

- F. Is there a need for any other special discovery management orders by the Court? No.

- g. Are Dispositive Motions Anticipated? If so, describe them.

Defendant State Farm anticipates filing a Motion for Summary Judgment on bad faith and/or breach of contract.

VIII. Do All Parties Consent to Trial before the Assigned Magistrate Judge?

Yes (Please attach completed Trial Consent form)
Trial By Magistrate Judge Requested in _____

(month/year)

No

IX. Is there any matter that should be referred to the assigned Magistrate Judge for final disposition upon partial consent of all parties pursuant to Local Rule 73.1?

Yes (Please attach completed Partial Consent form)

No

X. Settlement Plan (Check one)

A. Settlement Conference Requested after September 30, 2006.

Describe settlement judge expertise required, if any:

B. Private Mediation Scheduled in _____.

C. Other ADR (Explain)

D. ADR is not appropriate in this case (Explain)

Has a copy of the Court's ADR booklet been provided to clients as required?

Plaintiff: Yes No

Defendant Haag: Yes No

Defendant State Farm: Yes No

XI. Does this case warrant special case management? If yes, explain why. No.

XII. Do the parties request that the Court hold a scheduling conference? If a conference is not requested, or ordered by the Court, the Court will, after receiving this report, issue a scheduling order based on the information contained in this report. No.

Read and Approved by:

s/Joseph F. Clark

(Signed by Filing attorney with permission
of Plaintiff's attorney)

Joseph F. Clark, Jr., OBA #1706

Richard E. Warzynski, OBA #14079

Clark & Warzynski, P.A.

1622 South Denver

Tulsa, OK 74119

918/585-5600

918/585-5601 Fax

ATTORNEYS FOR PLAINTIFF

Dated: January 23, 2006

s/Harry M. Crowe, Jr.

*(Signed by Filing attorney with permission
of Co-Defendant's attorney)*

Harry M. Crowe, Jr., OBA #2049

406 S. Boulder Ave., Suite 422

Tulsa, OK 74103-3800

918/582-2264

918/582-6106 Fax

**ATTORNEY FOR DEFENDANT HAAG
ENGINEERING COMPANY**

Dated: January 23, 2006

s/David V. Jones

David V. Jones, OBA #19611

Bruce A. Robertson, OBA #13113

JONES, ANDREWS & ORTIZ, P.C.

21 E. Main St., Suite 101

Oklahoma City, Oklahoma 73104

Telephone: (405) 601-8713

Facsimile: (405) 232-8330

**ATTORNEYS FOR DEFENDANT
STATE FARM FIRE AND CASUALTY COMPANY**

Dated: January 23, 2006